

CONTRACT FOR GRASS CUTTING SERVICES

This Agreement entered into this the 17th day of November, 2025 between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and **REGINALD JOHNSON d/b/a RJ'S HANDYMAN SERVICE** (hereinafter known as Contractor).

WHEREFORE, in February of 2025, the City, by and through its Community Development Department, requested bids from contractors for grass cutting for the City of Vicksburg's Cedar Hill Cemetery. The City requested that the bid include all charges for labor, equipment, materials and supplies per grass cutting for the entire cemetery. The cemetery is comprised of approximately 120.0 acres in size and is located at Mission 66 and Sky Farm Avenue. That the bid requested that the grass be cut twice per month at approximately fifteen (15) day intervals or as otherwise directed, in writing, by the Community Development Director.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, City and Contractor agree that the Contractor submitted the best and lowest bid to cut the grass at the Cedar Hill Cemetery and agreed to provide all labor, equipment, materials and supplies to perform grass cutting services, under the following terms and conditions hereby agreed upon by the parties:

I. TERM OF CONTRACT:

(A) Contractor shall commence services on or about mid-March 2025 and shall continue until November 30, 2028, unless terminated earlier as provided herein.

(B) Contractor shall devote necessary personnel, equipment, and materials during the term of this contract to cutting the grass at the Cedar Hill Cemetery, including mowing all grass and trimming around all headstones, markers, curbs, fences and buildings. The Contractor further agrees to take **EXTREME CARE** when cutting the grass as to not damage markers, monuments, fences, sculptures, ironwork, or any other tangible items located at the cemetery. Contractor, his agents, employees or representatives will not drag any item across any graves at the cemetery. Contractor, his agents, employees or representative further agree to treat the following with utmost care: cemetery markers, fences, monuments, sculptures, ironwork, temporary funeral home grave markers, etc. by doing the following: a) the Contractor, his employees or agents shall not sit, lean, or rest on cemetery markers, fences, monuments, sculptures, ironwork, or temporary markers, nor shall any equipment be placed on, or come in contact with, the above; b) extreme care shall be taken when using metal tools of any kind in close proximity to cemetery markers, fences, monuments, sculptures, ironwork, and temporary markers. The tools shall be used in a manner that will not cause damage to such markers, etc. c) When using weed eaters that use plastic or wire string, care shall be taken that such string shall not meet the markers, fences, monuments, sculptures, ironwork, or temporary markers; d) the Contractor shall use appropriate size mowing equipment so as to not damage the markers, monuments, fences, sculptures, and ironwork. In particular, the monuments in Soldier's Rest and monuments within fenced or enclosed areas are placed closer together and care needs to be taken so as to not damage the monuments, fences, walls, steps, and ground marker; e) no tracked equipment or traced vehicles shall be permitted anywhere on the site; f) any ruts, tracks, or impressions caused by the Contractor shall be filled in with sand and raked smooth by hand to grade; and g) the Contractor shall not disturb any cemetery markers, fences, monument sculptures, ironwork, temporary funeral home markers, survey flags or grave marker flags.

(C) If Contractor damages or disturbs any of the cemetery markers, fences, monuments, sculptures, or ironwork, then he shall immediately notify the Cemetery Supervisor at 601-634-4513 or 601-218-4056 and/or the Community Development Director at 601-636-3574 or via email at jeffr@vicksburg.org who shall assess and document the damage(s). The Contractor shall pay to have all repairs done by a monument company at his expense.

(D) The Contractor agrees not to cut the grass on Sundays.

(E) The Contractor agrees to cut the entire 120.0 acres of property in the Cedar Hill Cemetery twice per month at approximately fifteen (15) day intervals or as directed, in writing, by the Community Development Director or his designated representative. Any changes to the cutting interval will be dictated by seasonal and weather changes.

II. TERMINATION OF CONTRACT:

(A) **Termination With or Without Cause.** City shall have the right to terminate this contract at any time with or without cause upon the giving of ten (10) working days written notice to Contractor. The date said written notice is given shall state the effective date of said termination. Any and all obligations of City under this Agreement shall cease on the effective date written notice of termination hereunder is given to Contractor.

(B) Contractor shall have the right to terminate this Contract at any time upon giving the City ten (10) working days written notice. Upon the effective date of such termination by Contractor for any reason, with or without cause, any and all obligations of City under this Agreement (including compensation due, obligations to pay) shall cease on the effective date of said termination.

III. INDEMNITY AND INSURANCE

Contractor is an independent contractor and will not receive any benefits from the City. Contractor will not be covered under the City's Worker's Compensation Plan or Liability Plan. Contractor assumes the risk of injury or liability. Contractor shall be responsible for payment of all taxes (federal, state and local) due as a result of this contract. Contractor shall provide a Certificate of Liability Insurance naming City of Vicksburg as additional insured. Said liability insurance should not be less than \$1,000,000.00 per occurrence and general aggregate, with an Excess Umbrella Liability policy of not less than \$1,000,000.00. Contractor shall provide Worker's Compensation as required by Mississippi Law.

Additionally, Contractor agrees to indemnify and hold the City of Vicksburg harmless from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fee, resulting from acts or omissions of the Contractor, Contractor's servants and employees in the performance of this contract; provided however, Contractor shall not be liable for any claims, actions, suits, causes of action or demands, court costs and attorney's fees arising out of a willful or negligent act or omission by the City or its officers, agents, servants and employees.

IV. COMPENSATION:

Contractor agrees to receive the sum of \$9,450.00 per cut to not exceed \$18,900.00 per month and the Contractor shall submit an invoice detailing all services performed. Said invoice shall be submitted to the City of Vicksburg Purchasing Department on or before the fifth (5th) day of each month in order to be paid on the 10th and/or on or before the 20th of each month in order to be paid on the 25th. That the Contractor has already been paid for grass cutting services beginning mid-March 2025 through October 2025 and this Agreement ratifies the City's payment of Contractor's services for these grass cuttings.

V. IMMIGRANT STATUS VERIFICATION: CONTRACTOR represents that it is in compliance with the Immigration Reform and Control Act of 1986, as amended, in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws.

VI. SAFETY: CONTRACTOR shall adhere to all current industry standards for safety while performing the scope of services in this Agreement.

VII. WAIVER:

The waiver by City of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

VIII. CAPTIONS:

Captions to and headings of the Paragraphs and Sections of This Agreement are solely for the convenience of the parties and not a part of this Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

IX. AMENDMENTS:

This Agreement represents the entire agreement between the parties and supersedes any and all prior understandings and agreements, written or oral, between the parties. This Agreement, and any of its terms, conditions and provisions, may be modified, amended, deleted and supplemented only by mutual agreement in writing signed by all of the parties hereto.

X. SEVERABILITY: To the extent this Agreement may be construed as to any portion to be violative of any state, federal, or local ordinance, statute, law, or regulation, now or in the future, the balance hereof shall remain in full force and effect.

XI. GOVERNING LAW: This contract shall be governed by the Laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have absolutely executed this Agreement on this the 17th day of November, 2025.

CITY OF VICKSBURG

BY: _____
WILLIS THOMPSON, MAYOR
CITY OF VICKSBURG, MISSISSIPPI

CONTRACTOR:
RJ'S HANDYMAN SERVICE

BY: Reginald Johnson